

U.S. General Services Administration

Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY

Former Federal Complex Independence Ave. and Hardesty Ave. IFB No. GSA-R-1644

The Property is located at 607 Hardesty Avenue, Kansas City, MO 64124. The Property contains approximately 18 acres and is improved with seven buildings totaling over 572,000 gross sq. feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at realestatesales.gov.

AUCTION SUMMARY

Sale Type: **On-line Auction**

Start Date: **May 5, 2011**

End Date: **Announced On-line**

Registration Deposit: **\$25,000**

SALES INFORMATION

Laura McGinnis, Project Manager
(816) 823-5355 (office)
(817) 307-1943 (cell)
laura.mcginis@gsa.gov

ONLINE AUCTION

realestatesales.gov
Register and submit your bid.

ONLINE AUCTION ASSISTANCE

Joseph Potter, Realty Specialist
Phone: (817) 978-4240 (office)
joseph.potter@gsa.gov

PROPERTY CODE

7-G-MO-0637

SEND BID FORM AND REGISTRATION DEPOSIT TO:

U.S. General Services Administration
Real Property Utilization & Disposal Division
819 Taylor Street, Room 8A10 (7PZ)
Fort Worth, Texas 76102-6103
Attn: Joe Potter

PROPERTY DISPOSAL WEB PAGE

<https://propertydisposal.gsa.gov>

Click on the State of Missouri to view and download sales information.

INSPECTION OPPORTUNITIES

The property will be available by appointment. Contact Laura McGinnis 816 823-5355 to schedule an inspection.

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property address is 607 Hardesty Avenue, Kansas City, MO 64124, and is surrounded by commercial, industrial, and residential properties. The Property is located in northeast Kansas City, and is near both I-29 and I-435.

2. SALE PARCEL DESCRIPTION

The Hardesty Complex consists of approximately 18 acres of land, which is improved as follows:

Building Name	GSA Building Number	Approx. Gross Square Feet	Description
B6	MO0502AE	55,200	Two-story concrete block structure used for office/warehouse
B9	MO0503AE	181,905	Two-story (including basement) brick building used for office/warehouse
B3	MO0505AE	18,097	One-story brick structure with a basement
B7	MO0507AE	8,159	One-story office and storage structure with a crawl space
B10	MO0509AE	92,055	Three-story (including basement) structure used for office and storage
B11	MO0510AE	216,600	Three-story (including basement) structure used for office/warehouse
B13	MO0512AE	540	Structure previously served as electrical housing for the property

3. LEGAL DESCRIPTION – SURFACE ESTATE ONLY

All the land lying between Independence Avenue on the North, Hardesty Avenue on the West, the Kansas City Terminal right-of-way on the Southeast, and the central line of Topping Avenue (as originally located) on the East, being 21.593 acres, more or less (corrected by government survey 21.795 acres, more or less), formerly known as the National Bellas Hess Property and more particularly described in the legal description of said Property herein, to-wit:

ALL that part of the Northeast quarter of the Northeast quarter of Section 2, Township 49, Range 33, in Kansas City, Jackson County, Missouri, lying north and west of a strip of ground 75 ft. wide, extending in a northeasterly and southwesterly direction across said quarter (¼) quarter (¼) Section, being the right-of-way of Property conveyed to Kansas City Belt Railway Company by deed dated October 20, 1882, and recorded in Book B80 at page 266, in the office of the Recorder of Deeds of Jackson County, Missouri, at Kansas City; and also lying north of a strip of ground 100 ft. wide cutting and partly upon the Southwest corner of said quarter (¼) quarter (¼) Section (and north and west of right-of-way of said Kansas City Belt Railway Company above described), being the right-of-way of Kansas City and Independence Rapid Transit Railway Company; afterward Kansas City Cable Railway Company, and being Property conveyed to Kansas City Cable Railway Company by deed dated October 6, 1894, and recorded in Book B 571, page 513, in the office of the Recorder of Deeds, of Jackson County, Missouri, at Kansas City; except the following portions thereof, to-wit: (a) a strip of ground thirty (30) feet wide off of the west side thereof, being the east half of Hardesty Avenue, a street in Kansas City, Missouri; (b) a strip of ground forty (40) feet wide off of the north side thereof; being the south half of Independence Avenue, a street in Kansas City, Missouri; (c) a strip of ground (30) feet wide off the east side thereof, being the west half of Topping Avenue, a street in Kansas City, Missouri as originally established; being the same land heretofore conveyed to NATIONAL IMPROVEMENT COMPANY by Trackage Realty Company by deed dated June 24, 1919 filed for record, and duly recorded in the Office of the Recorder of Deeds of Jackson County,

Missouri, at Kansas City, in Book Series B 1966, Page 554 on June 25, 1919, and by said National Improvement Company to party of the first part by deed dated December 14, 1935 filed for record and duly recorded in the office of the Recorder of Deeds of Jackson County, Missouri at Kansas City, in Book Series B 3228, page 601 on December 31, 1935.

Together with the buildings thereon, appurtenances thereto, and easements and rights of way, if any, whether by grant, prescription, estoppel, use or otherwise, now owned, and/or used or enjoyed by the party of the first part in respect of and/or in connection with the described premises.

LESS AND EXCEPT:

All that part of the Northeast Quarter of the Northeast Quarter of Section 2, Township 49, Range 33, in Kansas City, Jackson County, Missouri, described as follows:

Beginning at the intersection of the South line of Independence Avenue and the East line of Hardesty Avenue, as said avenues are now established; thence East along said South line, 455.05 feet; thence South, deflecting 90°04'20" right from the last described course, 18 feet; thence East, parallel with the South line, of Independence Avenue, 15 feet; thence South, deflecting 90°04'20" right from the last described course, 165.77 feet; thence West, perpendicular to the last described course, 213.97 feet; thence South, perpendicular to the last described course, 266.43 feet thence West perpendicular to the East line of Hardesty Avenue, 252.72 feet to a point on said East line; thence North along said East line, 451.50 feet to the point of beginning. Containing 3.528 acres, more or less.

The aforementioned real estate is hereinafter referred to as the "Property".

4. UTILITIES

Utilities are available from the street. New feeds will be required. All Bidders are encouraged to contact local utility companies, to discuss the feasibility of running utilities to the Property.

GENERAL TERMS OF SALE

1. DEFINITIONS

INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices, Covenants, Reservations, Agreements and Exceptions; Bidder Registration and Bid Form for Purchase of Government Property; and Permit for Non-Federal Inspection of Real Property. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

PROPERTY

The term "Property" refers to the property or properties described on the Property Description of this IFB.

AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and issued interchangeably with "Buyer" and "Grantee."

BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

PROXY BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

BROKER

The term "broker" as used herein refers to a person with an active real estate license in the State where he/she practices real estate who, in exchange for a commission, acts for another person or entity solely as agent in conformance with "Instructions to Bidders" Section 13 contained herein. A broker must be an agent and cannot be a party to the contract to receive a commission.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Real Property Utilization and Disposal Division (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The property will be made available for inspection by appointment beginning May 5, 2011 by calling Laura McGinnis at (816) 823-5355.

All potential Bidders requesting to view the property must print out and sign the Permit for Non-Federal Inspection of Real Property located in this IFB. No one is permitted to access the Property without the presence of a GSA employee or designee.

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the expressed written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges their express understanding and stipulation that there are no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

Although Federal Property is not subject to zoning, the area is zoned "M2a" Heavy Industrial District. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

7. RISK OF LOSS

As of the date of conveyance the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the te

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing.

The Government reserves the right to extend the closing date for a reasonable amount of time.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay either: (i) a liquidated damages assessment of \$350.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording to:

U.S. General Services Administration
Real Property Utilization & Disposal Division (7PZ)
819 Taylor Street, Room 8A10
Fort Worth, Texas 76102
Attn: Joe Potter

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

19. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

20. RIGHT OF ENTRY

The GSA reserves a Right of Entry onto the subject Property for an undetermined period after the date of conveyance. The Purchaser must sign and submit the attached Right of Entry with the Bid Form. This Right of Entry is without consideration to the Grantee.

INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on May 5, 2011 at 2:00 PM central time.

2. TYPE OF SALE

This sale will be an online auction conducted at the GSA's online auction website ("Website") realestatesales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date for the auction close (see Paragraph "Auction Close") will be announced at realestatesales.gov with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL-CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid is \$10,000.00. The suggested opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

Bidder registration is a three-step process:

a. Complete Online Registration

1. **Complete Online Registration:** Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will

be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

2. **Complete Registration Form:** Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.
3. **Provide Registration Deposit:** A deposit in the amount of **\$25,000.00** (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Rm. 8A10
Fort Worth, TX 76102
Attn: Joe Potter

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817) 978-2063.

- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.
- b. After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.
- c. GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.
- d. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- e. Bids must be submitted without contingencies.
- f. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

Bidders are strongly encouraged to monitor bidding activity at realestatesales.gov. New bids are immediately posted at realestatesales.gov upon receipt. A bid made online will supersede an initial written bid of an equal or lesser amount. An initial written bid may be posted online by GSA if the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.

If your bid is not accurately shown on realestatesales.gov, then you should call GSA at (817)978-4240 for assistance. Bidders are urged to pay close attention to realestatesales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

RealEstateSales.gov allows you to place flat and proxy bids. A flat bid is the minimum bid you can place online. Flat bids are usually the starting price of the auction or the current winning bid plus the bid increment. A proxy bid is an amount you are currently willing to bid for a property that is higher than the stated Bid Increment. With your proxy bid, RealEstateSales.gov incrementally bids on your behalf to keep you the current winner of the auction until your proxy is reached. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your proxy bid amount if you want to continue bidding. Your proxy bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two proxy bids compete, the greater of the two always wins. If the greater proxy limit does not exceed the lesser proxy limit by the full stated Bid Increment, then the greater proxy limit bid is placed. You may increase or decrease your proxy bid limit at any time. You cannot decrease your proxy bid below the current bid. If you are currently the winner in an auction, increasing your proxy bid will not increase your current bid until challenged by another bid.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.
- h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i. Unavailability of GSA personnel

If your bid is not accurately shown or you cannot enter a bid at realestatesales.gov then you should call GSA at (817)978-4240 for assistance.

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually 24 hours, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the and the Bid Interval, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BROKER PARTICIPATION

Subject to the terms and conditions hereinafter provided, a commission will be paid as follows to any properly licensed real estate broker/agent who submits his/her Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.

- a) Two percent (2.0%) commission will be paid on the client's opening proxy or flat bid.
- b) One percent (1.0%) commission will be paid on the balance remaining between the High Bidder's initial opening proxy or flat bid and the final High Bid Price.

If the High Bidder's initial opening proxy exceeds the final sale price accepted for contract, then a total of two percent (2%) of the high bid price of the property(s) purchased by that broker's client will be paid to that broker as a commission.

The broker's commission will not exceed two percent (2.00%) of the High Bid Price of the property(s) purchased by that broker's client.

In order to be entitled to any commission, the broker must:

- a) Register his/her client by filling out the Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
- b) Submit the Bidder's Registration Deposit and the Buyer's Broker Participation Registration Form via fax at **817-978-2063** or mail to: **U.S. General Services Administration, Real Property Utilization & Disposal Division (7PZ), 819 Taylor Street, Rm. 8A10, Fort Worth, Texas 76102**. Broker forms arriving without a Bid Form will not be honored. Broker Registration forms sent anywhere other than the above address and fax number will not be honored.
- c) Assist the registration of the client for the auction and encourage bidding.
- d) Abide by the guidelines outlined herein.

"Opening proxy or flat bid" means the Bidder's first bid made as a Proxy Bid, herein defined, or first minimum bid allowed, herein described as a "flat bid", on the realestatesales.gov website and evidenced therein. Bidder and Bidder's Broker agree that only the Bidder's first bid recorded by realestatesales.gov and the final contract price will be used to establish the commission paid and that the Government's calculation and communication of said commission amount is final. No other evidence, documentation, verbal or written or electronic communication provided by the Bidder or Bidder's Broker may be used to contest the commission amount paid by the Government.

Central Contractor Registration (CCR): Any Broker wishing to do business with the federal government must be registered in CCR before being paid a commission. Registrants are required to submit detailed company information including:

- a. General Information – Includes, but is not limited to, DUNS number (see below), company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and website address.
- b. To Register in CCR go to <http://www.ccr.gov>. Click on "Start New Registration."

Dun & Bradstreet Numbers (DUNS): A DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet that verifies the existence of a business entity globally. Dun & Bradstreet assigns

DUNS numbers for each physical location of a business. A DUNS Number is required to start your CCR registration. To receive a DUNS number, you will need to provide the following information:

- Legal Name
- Headquarters name and address for your organization
- Doing business as (DBA), or other name by which your organization is commonly recognized
- Physical Address, City, State, and Zip Code Mailing Address (if separate from Headquarters and/or physical address)
- Telephone Number
- Contact Name and Title
- Number of Employees at your physical location
- To obtain a DUNS number go to <http://fedgov.dnb.com/webform> or call (866) 705-5711.

14. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

15. NOTICE OF ACCEPTANCE OR REJECTION

If you are the winning bidder, you will be contacted by email and be responsible for contacting the regional sales office within 2 business days from the date and time the email notification was sent to you.

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

16. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

17. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price by electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

18. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 19, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but will require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

19. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder for the duration of Continuing Offer period described in Paragraph, "Continuing Offers," if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, without interest, for the full term of the Continuing Offer period or until the High Bidder completes the transaction whichever occurs first. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 18, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bi

20. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or realestatesales.gov.

21. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS

The following Notices and Covenants will be inserted in the Quitclaim Deed.

1. CERCLA NOTICES, COVENANTS, AND RESERVATIONS

NOTICE Regarding Hazardous Substance Activity

a. Deferred CERCLA Covenant.

Grantor warrants to Grantee, its successors and assigns, that it shall take, or cause to be taken, all response action found to be necessary by the appropriate federal and state environmental regulatory authorities after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance. When all response action necessary to protect human health and the environment with respect to such hazardous substances remaining in, on or under the Property as of the date of this conveyance has been taken, Grantor shall thereafter execute and deliver to Grantee, or its successors and assigns, its written CERCLA Covenant that all such response action has been taken, together with the making of Grantor's warranty to satisfy the governmental requirements set forth in 42 U.S.C. 9620(h)(3)(A)(ii)(I).

1) The CERCLA Section 9620(h)(3)(A)(ii) covenant shall not apply:

- a) to the extent that Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance. The parties acknowledge and agree that prior to and on the date of this conveyance, Land Clearance for Redevelopment Authority of the City of St. Louis (LCRA) is not a PRP or liable person under CERCLA 42 U.S.C. 9601 et seq. as amended by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (P.L. 107-118, Section 221); or
- b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
 - i. Results in a release or threatened release of a hazardous substance that was not located in, under, or on the Property on the date of this conveyance. The parties agree that the Draft Final Site Specific Environmental Baseline Survey Report ("SSEBS") dated February, 2004 and the Final Baseline Human Health Risk Assessment ("HHRA") dated March 2004 identify certain hazardous substances, the existence and location of which were known at the time of conveyance, but are not deemed to be exclusive lists of such substances; or
 - ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which were known and identified in the SSEBS and the HHRA; or
 - iii. in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after discovery and knowledge of the existence of the hazardous substance, Grantee, its successor(s) or assign(s), or any party in possession causes or exacerbates a release or threatened release of such hazardous substance(s).
- c) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or

assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- i. the contamination existed prior to the date of this conveyance; and
 - ii. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession described in Section II B.1(b).
- b. Response Action Access Easement.

Grantor reserves for itself, the United States Government, and its officers, agents, employees, contractors and subcontractors, a non-exclusive limited right of access to and of entry upon all portions of the Property to the extent reasonably necessary for environmental investigation, remediation or other corrective action. This reservation includes the no cost right of access to the Property. The use of available utilities at reasonable costs to Grantor is further reserved. Grantor shall use these rights only in the event that response action by Grantor or the United States Government is found to be necessary by the Missouri Department of Natural Resources ("MDNR") or the Environmental Protection Agency ("EPA") with respect to the Property after the date of this quitclaim of the Property, or if access to the Property is necessary to carry out response action found to be necessary by MDNR or EPA with respect to adjoining property. These actions may include but are not limited to investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out any remedial or removal actions required by MDNR or EPA, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner(s), shall be performed in a manner that minimizes interruption with activities of authorized occupants, and shall not unreasonably interfere with the conduct of business on the Property and shall repair any damage to the property, including improvements thereon, resulting from such entry to the condition existing immediately before its entry thereon. The foregoing described easement is hereinafter referred to as the "Response Action Access Easement."

- c. Non-Interference with Response Action.

Grantee, its successors and assigns and every successor in interest to the Property, or part thereof, while in possession of the Property, shall not disrupt or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from proper use of the Response Action Access Easement as provided in Subsection 3, above.

2. LAND USE RESTRICTIONS

The Government shall include the following land use restrictions covering the Property to be in form substantially similar to the language, below, to be included in the Quitclaim Deed

- a. Groundwater Use Restrictions. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property, or part thereof, that it shall not construct or permit to be constructed any well, and shall not extract, utilize, consume or permit to be extracted, any water from the aquifer below the surfaces of the ground within the boundary of the Property for the purpose of human consumption, or other use, unless such groundwater has been tested and found to meet applicable standards for human consumption, or such other use, and such owner or occupant shall first have obtained written approval of GSA and the appropriate agencies of the State of Missouri, including, but not limited to, MDNR. The costs associated with obtaining use of such water, including, but not limited to, the costs of permits, studies, analysis, or remediation, shall be the sole responsibility of the Grantee, its successors and assigns, or any successor-in-interest to the Property, without cost whatsoever to the Grantor.
- b. Non-Residential Use Restrictions. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property, or part thereof, that use of the Property shall be limited to nonresidential industrial uses except for any office or similar use incidental to industrial use if such incidental use is permitted by applicable regulatory authorities without requiring further environmental

remediation beyond that required for industrial use. Prohibited residential uses include, but are not limited to, any child care, pre-school, playground, and any form of housing. In the event the Grantee, or its successors or assigns, or any successor-in-interest to the Property, or part thereof, desire to use the Property for any use other than industrial use, then Grantee, or its successors or assigns, or any successor-in-interest to the Property, or part thereof, shall perform all additional Response Action, or other corrective action, required by Federal, state and local Environmental Laws or applicable regulatory authorities for such other uses, and shall further comply with all other Federal, state and local Laws, rules, regulations, and ordinances pertaining thereto, including but not limited to zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such Response Action, or other corrective action necessary for other than industrial use shall be the sole responsibility of the Grantee, its successors and assignees, or any successor-in-interest to the Property, without cost whatsoever to the Grantor.

- c. Ground Disturbance Restriction. Grantee covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property, or part thereof, that use of the Property shall be limited by restricting the ability to disturb contaminated soil or conduct excavation activities involving such contaminated soil, without obtaining the prior approval of MDNR. All costs associated with any such disturbing activity including obtaining prior approval, shall be the sole responsibility of the Grantee, its successors and assignees, or any successor-in-interest to the Property, without cost to Grantor.
- d. In the event Grantee, its successors or assigns, or any successors-in-interest of the Property, or part thereof, desire to seek the modification or removal of the specific restrictions and covenants specified above from the Property, or any portion thereof, then Grantee, its successors or assigns, or the successors-in-interest of the Property, or part thereof (hereinafter referred as the Record Title Owner", whether one or more) shall perform or complete all environmental investigations, Response Action, or other corrective action, necessary in order to obtain consent to the modification or termination of such environmental land use restrictions from the applicable Federal and state environmental regulatory authorities. All costs associated with any such required environmental investigation, Response Action, or other corrective action, shall be the sole responsibility of the Record Title Owner, and shall be performed without any payment of funds by Grantor.
- e. The Record Title Owner may be required to submit a work plan to the applicable Federal and State regulatory authorities to perform and complete any environmental investigations, Response Action, or other corrective action needed to seek the modification or removal of the specific restrictions and covenants specified above, or any portion thereof. Upon approval of any such work plan, and any condition imposed therein, the Record Title Owner will complete all environmental investigation, Response Action, or other corrective action, as may be required, if any, in accordance with applicable Environmental Laws.
- f. The Record Title Owner may be required by the applicable Federal and State regulatory authorities to post a completion bond or such other financial assurances in a form reasonably acceptable to the applicable Federal and State regulatory authorities that the Record Title Owner will complete any necessary environmental investigation, Response Action, or other corrective action on the Property, or part thereof. Upon completion of such necessary environmental investigation, Response Action, or other corrective action, the completion bond and other financial assurances, if applicable, may be released pursuant to the rules and regulations of the applicable regulatory authority.
- g. Upon completion of any required environmental investigation, Response Action, or other corrective action, the Record Title Owner may be required to submit a close-out report and certification of completion to the applicable Federal and State regulatory authorities.
- h. If the Record Title Owner: (1) is required to comply with the procedures set forth in paragraphs (A) through (G) above, and obtains from the applicable Federal and State regulatory authorities a written certification or other evidence in a form acceptable for filing with the county clerk where the Property is located, certifying that all required environmental investigation, Response Action, or other corrective action, for the Property, or any portions thereof, have been completed; or (2) is not required to comply with the procedures set forth in paragraphs (A) through (G) above, and obtains a written certification from the applicable Federal and State regulatory authorities or other evidence in a form acceptable for filing with the county clerk where the Property is located certifying that no environmental investigation, Response Action, or other corrective action, is necessary for the Property, or any portions thereof, in order to release the use restriction, then the Record Title Owner may record the applicable written

certification in the office of the county clerk where the Property is located, and a copy of the same will be sent to the GSA.

- i. Upon the approval and completion of all environmental remediation or corrective action called for above, and upon the recording of the final environmental certification or evidence in a form suitable for filing with the county clerk where the Property is located, as referenced above, the specific restrictions and covenants shall thereafter be modified or removed, as applicable, from the title record of the Property, or the designated part thereof.

3. OTHER ENVIRONMENTAL NOTICES, COVENANTS, AND AGREEMENTS

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

Grantee has inspected the herein above described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, and Grantee, its heirs, successors and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives which may have contaminated the hereinabove and conveyed property after the date of this Deed.

a. ASBESTOS CONTAINING MATERIALS

- 1) Bidders are warned that the Property may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- 2) Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
- 3) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- 4) The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- 5) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any

other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

- 6) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

b. LEAD-BASED PAINT

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

c. NOTICE OF PESTICIDE APPLICATION

The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of the registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA – 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer product in consumer use (42 U.S.C. Sec. 9601 (9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607 (i)).

d. NOTICE OF SUBSURFACE STRUCTURES SUSCEPTIBLE TO FLOODING

The Grantee is hereby notified that there are subsurface structures that may be susceptible to flooding. The Government maintained the use of sump pumps in subsurface tunnels to prevent damage to those areas. Grantee, for itself and its successors and assigns, and every successor-in-interest to the Property, or any part thereof, covenant and agree to indemnify, protect, defend, save and hold harmless the Government, and its employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising from water damage of any kind.

e. INDOOR AIR EXPOSURE PATHWAY EVALUATION FOR BUILDINGS 6 AND 9

The following clauses shall be incorporated into any transfer of such portions of the property as an institutional control established to protect human health and the environment:

- 1) In the event Grantee, its successor(s) or assign(s), desires to use the Property for any use that would involve indoor occupancy of any structure, then Grantee, its successor(s) or assign(s), shall perform indoor air exposure pathway evaluation for building 6 and 9 as prescribed by the Missouri Department of Natural Resources and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to zoning requirements and the requirements of all applicable regulatory authorities.
- 2) In the event Grantee, its successor(s) or assign(s), desires to conduct or permit any use inconsistent with this restriction, prior to the completion of all necessary remedial action that may contribute to adverse indoor air quality, then Grantee, its successor(s) or assign(s), at its sole cost and expense shall be required to obtain written permission of the applicable federal, state

and/or local regulatory authorities for such other uses and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to zoning requirements and the requirements of all applicable regulatory authorities.

- 3) Upon written request by Grantee, its successor(s) or assign(s), and without any payment of funds by Grantor, Grantor, by and through the General Services Administration, agrees that upon completion of any additional remedial action performed by Grantee, its successor(s) or assign(s), under this paragraph, to cooperate with Grantee, its successor(s) or assign(s), in any application, permit, order, or effort to obtain approval from appropriate regulators for the removal or revision of this restriction, subject to any necessary restrictions related to indoor air quality monitoring to be recorded in the records of the Recorder of Deeds, Office of County Clerk for Jackson County, Missouri.

4. OTHER COVENANTS AND RESTRICTIONS

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

a. **FAA COVENANT**

The Property is located within six nautical miles from an airport. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

- b. Grantee covenants for itself and assigns and every successor in interest to the Property herein described or any part thereof that he shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provide, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed:
- c. All restrictive covenants or other burdens or encumbrances of record affecting the subject Property.

5. EXCEPTIONS, RESERVATIONS AND AGREEMENTS

This sale is made and the conveyance of the hereinabove described Property shall be made under and in consideration of the following **exceptions** which shall be set forth in the final instrument of conveyance in the following manner:

- a. All existing permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record, including, but not limited to Easements reserved in Quit Claim Deed recorded as Instrument Number 2007E0069815 in the County Clerk's office of Jackson County, Missouri dated May 26, 1981, reserving easements for rail spur lines, gas line, and mutual easement for surface water drainage, and a non-exclusive easement for emergency and service vehicle access.
- b. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
- c. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

- d. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- e. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

This sale is made and the conveyance of the hereinabove described Property shall be made under and in consideration of the following **reservations** which shall be set forth in the final instrument of conveyance in the following manner:

- a. SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have previously reserved to the United States of America in any Patent(s) which cover(s) the Property.
- b. SAVE AND EXCEPT, and there is hereby excepted and reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop and produce such oil, gas, hydrocarbons, and minerals: (1) the right of ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

This sale is made and the conveyance of the hereinabove described Property shall be made under and in consideration of the following **agreements** which shall be set forth in the final instrument of conveyance in the following manner:

DOCUMENT BOX

At such time as the building is demolished, if any document box is found, which should be located behind the cornerstone, it shall remain the property of the Government an

QUITCLAIM DEED

STATE OF _____ }
COUNTY OF _____ } KNOW ALL MEN BY THESE PRESENTS:

THIS QUITCLAIM DEED (hereinafter collectively referred to as the "Quitclaim Deed") is made this ____ day of _____, 2011, by and between the United States of America, also sometimes referred to as the "Government," acting by and through the Administrator of the General Services Administration (hereinafter called "Grantor"), under and pursuant to authority of the Property Act 40 U.S.C. 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, and _____ (hereinafter sometimes called "Grantee"). The terms used to designate any of the parties herein shall be deemed to include the respective representatives, successors, and assigns of such parties.

Grantor, for and in consideration of: (1) the sum of ____ dollars duly paid by Grantee; and, (2) the specific agreements hereinafter made by Grantee to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest in the following described property situated in St. Charles Parish, State of Louisiana, more particularly described as follows:

(Property legal description, as contained in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted.)

(hereinafter referred to as the "Property"):

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted).

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.. (Provisions of covenants as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted).

(Provisions and clauses of reservation, as set forth in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted.)

(Provisions as to notices, as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Provisions of covenants as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Provisions of agreements as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Other provisions, as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USC 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2011.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

WITNESSES:

By: MELVIN E. FREEMAN
Director
Real Property Utilization & Disposal Division (7PZ)
General Services Administration

(Appropriate Acknowledgment to be added)

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Property Name: Former Federal Complex
Property Address: 607 Hardesty Avenue
 Kansas City, MO 64124
Property Code: 7-G-MO-0637
REGISTRATION DEPOSIT: \$25,000

BID AMOUNT: \$ _____, _____, _____ .00
INITIAL BID _____ **INCREASED BID** _____
USER ID: _____

Bidder Information: Please print or type legibly.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Paragraph, "Bid Executed on Behalf of Bidder" for instructions:

- ☐ An individual _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability company _____
- ☐ A trustee, acting for _____
- ☐ Other _____

Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
 TIN or SS# _____ (please provide to expedite refund)
- ☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____
- ☐ Visa ☐ MasterCard
- ☐ Discover ☐ American Express
- Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of the IFB, Issue Date: 05/23/2011, including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at realestatesales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
 Office of Real Property Utilization and Disposal (7PZ)
 819 Taylor St, Room 8A10, Fort Worth, Texas 76102

FAX: (817)978-2063 (if deposit by credit card)

Attn: Joe Potter

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Paragraph 14, "Bid Executed On Behalf Of Bidder" for instructions)

**Former Federal Complex
Independence and Hardesty
607 Hardesty Avenue
Kansas City, MO 64124**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

PERMIT FOR NON-FEDERAL INSPECTION OF REAL PROPERTY

This form must be prepared by each person inspecting Federal Property and delivered to GSA at time of arrival.

The United States General Services Administration ("GSA") hereby grants

_____ ("Permit Holder") a revocable permit granting consent to enter onto and inspect the real property described in the Invitation for Bids ("IFB") GSA-R-1644 Property Description section, subject to the following terms and conditions for the purpose(s) described below:

This permit is granted to the Permit Holder for the express and sole purpose of making entry on properties identified in the IFB for inspection.

By acceptance of this permit, the Permit Holder agrees to abide and be bound by the following terms and conditions:

- 1) The IFB identifies all real property under the custody and control of the United States of America, which is subject to this permit.
- 2) Any inspection, assessment, testing, evaluation and/or reporting by the Permit Holder, shall be coordinated with GSA. The following GSA point of contact person or project representative is:

Laura McGinnis, Project Manager
U.S. General Services Administration
laura.mcgininis@gsa.gov
(816) 823-5355

- 3) It is understood and agreed that the Permit Holder shall provide reasonable advance notice to the GSA representative of its requirement(s) for access to specific property identified in the IFB.
- 4) The Permit Holder agrees that any entry made in person or by their agents, contractors and employees is at their own sole and exclusive risk and expense. Permit Holder further agrees to indemnify and hold harmless the United States of America, GSA, its agents, officers, and employees, against any claims, including, but not limited to claims for personal injury and death, damage to property, and attorney's fees arising directly or indirectly from the Permit Holder's entry upon, possession, control, or use of property under the custody and control of the United States of America or arising from the conduct of Permit Holder's inspections, investigations or surveys or from any other assistance provided in connection with the purpose described above.
- 5) It is understood by the permit holder that the property to be inspected, surveyed, or evaluated may contain asbestos (including friable asbestos), lead based paints, or other materials, or hazardous materials, and/or hazardous conditions. The Permit Holder is granted access only at its own sole risk and expense and only upon its assumption of the complete and entire risk for exposure to any such elements, materials or conditions. It is agreed that those wishing entry upon the property will take such precautions, and have such training and equipment, including respirators protective clothing or other such safety equipment as is warranted by the particular facts and circumstances.
- 6) The GSA representative shall coordinate access to buildings, facilities or space identified in the IFB. Nothing in this permit shall be construed to provide the Permit Holder access to space occupied by other federal agencies, or any property not listed in the IFB. Under no circumstances shall the operational capability of any federal agency be impaired by the use of properties identified in the IFB for the Purpose described in this permit.
- 7) The conduct of any actions or activities by the Permit Holder and its representatives on the subject federal property shall be in accord with accepted industry practices, sound engineering practices and such standards of care as are ordinary, usual and customary within the industry, field, trade, or profession as may pertain and in accord with good practice. Any areas of the real property which are disturbed will first be cleared with agency personnel so that utilities, gas, telephone or other such facilities, whether expressly mentioned herein or not, are not damaged or disturbed.
- 8) The Permit Holder shall provide, at no risk or expense to GSA within three (3) days of its own receipt of such information, evaluation, survey, inspection or assessment results or information; a copy of any report, correspondence, findings or information obtained, together with such raw data, method, scientific methods, sample locations, analysis or other such material as would aid in review evaluation and assessment of the information.

- 9) The Permit Holder shall not disclose or otherwise make public any record of its report, findings, or test results without the prior written consent of GSA. It being understood that such inspection, investigation, testing and evaluation report or results are being obtained solely to permit the Permit Holder to reach a reasonable business decision regarding whether it desires to proceed with acquisition of the property.
- 10) The Permit Holder shall comply with all security procedures, measures, or restrictions in, on or about property under the custody and control of the United States of America. Permit Holder further agrees that it shall not make a record of, film, draw, report or discuss any security methods, measures or procedure in, on or about property under the custody and control of the United States of America, such as, but not limited to, security cameras, alarms, building designs or blueprints, guard posts, tenant lists, check points, access or departure procedures, etc. without the prior written consent of GSA.
- 11) The Permit Holder shall confine activities on the real property identified in the IFB strictly to that necessary for the Purpose of making a visual inspection of the property. The Permit Holder shall take every measure to avoid injury or other damage to Government property.
- 12) The Permit Holder shall comply with all applicable Federal laws, rules, and regulations and all applicable State and local laws, rules and regulations in its activities on the real property.
- 13) If the Permit Holder requests other than visual inspection of the property, the Permit Holder shall, at its sole expense, inform, obtain and carry insurance in form acceptable to GSA in such amounts and under such terms and conditions as may be required by GSA to protect its interests in the property involved throughout the term of this permit.
- 14) Certified copies of the policy endorsements, certificates, and proof of insurance as may be required by GSA shall be furnished to the Government within 15 days of the execution of any License. Such endorsements shall be manually countersigned with GSA named as an additional insured.
- 15) Any property of the United States of America which must be removed to permit exercise of the purpose for which this Permit is given shall be stored, preserved and restored, relocated or removed from the site and returned to its original location at the sole cost and expense of the Permit Holder, under the direction of the GSA Contracting Officer.
- 16) At the sole option of GSA, the breach by the Permit Holder of any of the aforementioned terms and conditions shall constitute sufficient cause for cancellation and revocation of this permit.

Accepted and agreed to this _____ day of _____, 20____.

Signature

Title

Phone

Email

RIGHT OF ENTRY

The undersigned hereby grants to the U.S. General Services Administration (GSA) permission for its representative(s) and/or agent(s) to enter upon and in the Property located at 607 Hardesty Avenue, Kansas City, MO 64124, also known as Former Federal Complex, Independence and Hardesty, for the purpose of continuing environmental remediation for an undetermined time period after the date of conveyance of the Property.

It is understood that GSA will conduct these operations with as little disturbance of the premises as possible. It is further understood that the undersigned will be advised in advance of the names, times and dates of entry by agents/contractors upon the Property.

Signature

Date

Please provide onsite contact information to the following Grantee's representative:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Office Phone: _____

Office Fax: _____

Office Email: _____

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

Former Federal Complex 607 Hardesty Avenue Kansas City, Missouri

Based upon environmental records held by the General Services Administration, the following information is provided on hazardous substances that were known to have been released, disposed of, or stored for one year or more on the Property.

1. **Trichloroethylene.** During World War II, the U.S. Army operated the property as a Quartermaster Depot. As part of the operations on-site, the Army utilized Building 6 researching clothing treatment processes which would protect soldiers from the effects of chemical warfare agents. Process chemicals were stored in above ground storage tanks (ASTs) exterior to Building 6 and piped into the building. It is believed the trichloroethylene (TCE) discovered in the soil and groundwater immediately adjacent to Building 6 originated from those research activities. The dates of such releases are unknown, but are expected to have occurred between 1940 and 1945. However, the quantities involved are unknown. Investigations of the nature and extent of the groundwater contamination have been completed; additional investigation concerning the soil contamination is yet needed to be completed, in conjunction with MDNR. *A remediation plan has been submitted to and approved by the Missouri Department of Natural Resources (MDNR).*
2. **Petroleum Products,** such as diesel fuel, fuel oil, and gasoline, were stored in underground storage tanks (USTs) have been used throughout the history of the former Federal Complex. Fuel oil was used in Building 3 (Boiler House) to fire the boilers. Diesel fuel and gasoline were used for refueling vehicles used on-site from fuel pumps associated with the former Building 4 (Garage, which was demolished several years ago). Eventually, the USTs developed leaks and/or spills occurred; the dates and quantities of such occurrences are unknown. As of this time, the USTs have been removed; however, the petroleum contamination yet exists in sub-surface soils and groundwater. Investigations of the nature and extent of the contamination have been completed. *A remediation plan has been submitted to and approved by MDNR.*
3. **Lead.** Operation of firing ranges results in contamination by lead, which is found in the bullets' projectile as well as the primer charge. A firing range, located in the basement of Building 9, was operated on-site, although the dates it was in operation are unknown. Environmental investigations have revealed the interior of the firing range is contaminated with lead dust. Because of the source of the contamination (weapons firing), the quantity of the lead released cannot be determined. *A remediation plan has been submitted to and approved by the MDNR.*
4. **Polychlorinated Biphenyls (PCBs).** Due to the age of the property, various electrical transformers and breakers located on-site, as well as insulation surrounding high-voltage wiring, was found to contain PCBs. In several instances, the PCB-laden oil had leaked from the electrical equipment. The dates of such leakage and the exact quantities are unknown. In 2003, GSA undertook a project to identify all electrical equipment which showed signs of leakage. This project included all buildings currently existent on-site, except Building 13 (i.e., Buildings 3, 6, 7, 9, 10, and 11). Building 13 was not included because it is currently operated and maintained by Kansas City Power and Light. When leakage was identified, the material was tested to determine if it contained PCBs above the U.S. Environmental Protection Agency's action limit of 50 parts per million (ppm). Any leakage found exceeding 50 ppm was remediated; this was completed by 8 January 2004. Reports of these activities were submitted to and approved by MDNR. Currently, there are no known quantities of PCBs exceeding 50 ppm on-site.

BUYER'S BROKER PARTICIPATION REGISTRATION FORM

Former Federal Complex
607 Hardesty, Kansas City, MO

GSA-R-1644

Enter Client's AuctionRP User ID Here

BROKER/AGENT: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

LICENSE NUMBER: _____ BROKER NUMBER LIC. #: _____

TAX IDENTIFICATION NUMBER: _____

OFFICE PHONE: _____ FAX: _____

MOBILE PHONE: _____

Client (Buyer/Bidder) Information

CLIENT _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____ OFFICE PHONE: _____ MOBILE PHONE: _____

Broker/Client Certification

The broker, by placing his/her signature below, certifies, agrees, and acknowledges that:

1. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
2. Only written registration will qualify broker for commission.
3. Only the first registration of a prospective client will be accepted and honored.
4. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
5. The broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
6. The broker will not receive a commission without the signature of the client on the Buyer's Broker Participation Registration Form.
7. The broker cannot participate in the auction and receive any commission in conjunction with any other co-brokerage or referral agreement between the Government and broker.
8. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
9. The broker is not a subagent of Government and represents his or her client (buyer/bidder) as a buyer's broker.

The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:

1. He or she has inspected the premises of the subject property or otherwise satisfied themselves as to the location, condition, quantity and quality of the property.
2. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
3. Commission shall be paid only to broker representing client (buyer/bidder) as shown on this form.
4. GSA is not responsible for the accuracy of any information not obtained directly from the Government

BUYER/BIDDER SIGNATURE: _____

DATE: _____

BROKER/AGENT SIGNATURE: _____

DATE: _____